

AG Contract No. KR99-1959TRN
ADOT ECS File No. JPA 99-129
Project: S 214- -515
TRACS: 88 PN 196 H 5346 01 C
Section: Apache Jct. SR 88 @ Idaho Rd.

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF APACHE JUNCTION

THIS AGREEMENT is entered into 27 October, 1999 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Apache Junction, acting by and through its Mayor and City Council, (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-88 at the following location.

At the intersection of SR 88 and Idaho Road from milepost 196.07 to
milepost 196.19 a net distance of approximately 0.12 miles

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23650
Filed with the Secretary of State
Date Filed: 10/27/99

Betsy Boyles
Secretary of State

By Nicky D. Gruenewald

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using State funds. Upon completion of the work the City shall reimburse the State twenty five percent (25%) of the landscape contract cost in an amount currently estimated at \$12,500.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Apache Junction
City Manager
1001 North Idaho Rd.
Apache Jct, AZ 85219

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

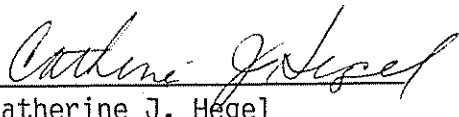
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF APACHE JUNCTION

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS COLEMAN
Mayor

By 
Catherine J. Hegel
Contract Administrator

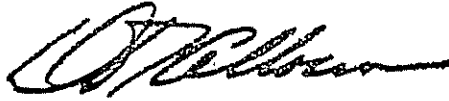
ATTEST

By 
KATHY CONNELLY
City Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of August 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Apache Junction, for the purpose of defining responsibilities for the design, construction and maintenance of landscaping certain areas within the right of way on SR 88 at the intersection of SR 88 and Idaho Road, a net distance of approximately 0.12 miles.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 99-55

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR LANDSCAPING DESIGN AND CONSTRUCTION WORK IN A PORTION OF STATE ROUTE 88; AND FURTHER AUTHORIZING PAYMENT OF UP TO \$12,500 AS A CONTRIBUTION FOR SUCH WORK

WHEREAS, State Route 88 falls within the corporate limits of the City of Apache Junction (the "City"), Pinal County, Arizona; and

WHEREAS, pursuant to Arizona Revised Statutes Annotated ("A.R.S.") §§28-332(A) and 28-363(A)(5), exclusive control and jurisdiction over state highways and routes is vested in the State, particularly in the Arizona Department of Transportation ("ADOT"); and

WHEREAS, pursuant to A.R.S. §11-952(A) and 28-401(B), the State through ADOT may enter into an intergovernmental agreement with the City for the improvement of State Route 88 as long as the City first passes and adopts an authorizing resolution; and

WHEREAS, such improvements may include landscaping within the right-of-way; and

WHEREAS, without assuming responsibility for maintenance or control of State Route 88, the City desires to have the median area located at the intersection of State Route 88 and Idaho Road from milepost 196.07 to milepost 196.19 on State Route 88 landscaped to improve the appearance of such roadway; and

WHEREAS, this project would be a joint financial undertaking between the City and the State whereby the State will design and install such improvements; and

WHEREAS, the City's sole obligation is to provide twenty-five percent (25%) of the cost of the landscaping improvements, in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500); and

WHEREAS, such improvements are in the best interests of the community and promote the general health, welfare and safety of its citizens.

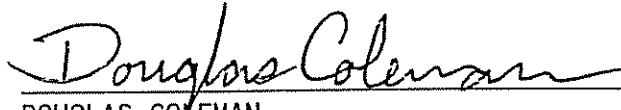
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION AS FOLLOWS:

That the City Council desires to have landscaping improvements on the right-of-way mentioned above; and


BE IT FURTHER RESOLVED that staff is directed to negotiate an Intergovernmental Agreement setting forth a joint financial undertaking with the State of Arizona for the State's design and construction of landscaping improvements within the right-of-way located approximately at the intersection of State Route 88 and Idaho Road, to be executed by the Mayor.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS 5TH DAY OF OCTOBER, 1999.


SIGNED AND ATTESTED TO THIS 5TH DAY OF OCTOBER, 1999.


DOUGLAS COLEMAN
Mayor

ATTEST:


KATHLEEN CONNELLY
City Clerk

APPROVED AS TO FORM:

 9-13-99
RICHARD J. STERN
City Attorney

JPA 99-129

APPROVAL OF THE CITY OF APACHE JUNCTION ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF APACHE JUNCTION and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13th day of SEPTEMBER, 1999.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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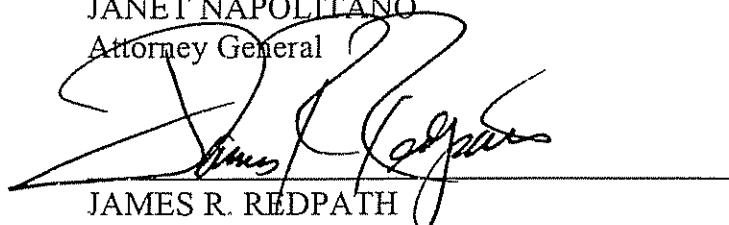
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-1959TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED October 18, 1999.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/93287

Enc.